

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT ("Consent and Agreement") is entered into as of September 30, 2003, between California Department of Water Resources, acting solely under the authority and powers created by AB1-X, codified as Sections 80000 through 80270 of the California Water Code, and not under its powers and responsibilities with respect to the California State Water Resources Development System (the "Consenting Party") and Wilmington Trust Company, a Delaware banking corporation, in its capacity as trustee and as collateral agent (the "Trustee") under the Indenture and the Security Agreement (as defined below), on behalf of the Secured Parties (as such terms are defined in the Security Agreement defined below).

WHEREAS, pursuant to that certain Master Power Purchase and Sale Agreement (Version 2.1; modified 4/25/00) ("Master Agreement"), including an Amended and Restated Cover Sheet (the "Cover Sheet"), and an Amended and Restated Confirmation (Calpine 3) ("Calpine 3"), each entered into April 22, 2002 and effective May 1, 2002 (Calpine 3 and to the extent applicable to Calpine 3, the Master Agreement and the Cover Sheet are referred to collectively as the "Calpine 3 Agreement") (collectively, as the same may be amended, modified, supplemented and/or assigned from time to time in accordance with their respective terms, the "Assigned Agreement"), the Consenting Party has agreed to purchase electric capacity and energy from Party A, as defined in the Assigned Agreement (it being understood that the term "Assigned Agreement" does not include any confirmation letter entered into between Calpine Energy Services, L.P. ("CES") (or any affiliate thereof) and the Consenting Party other than the Calpine 3 Confirmation or the Master Agreement except to the extent that it applies to the Calpine 3 Confirmation);

WHEREAS, in consideration of entering into the Assigned Agreement the Consenting Party agreed to enter into this Consent and Agreement for the benefit of Party A thereunder (Party A under the Assigned Agreement being hereinafter referred to as the "Assignor");

WHEREAS, subject to the terms of the Indenture, dated as of September 30, 2003 (as the same may be amended, modified or supplemented from time to time, the "Indenture"), among the Gilroy Energy Center, LLC, as issuer, Creed Energy Center, LLC, a Delaware limited liability company, as guarantor, Goose Haven Energy Center, LLC, a Delaware limited liability company, as guarantor, and Wilmington Trust Company, in its capacity as trustee and as collateral agent thereunder, for the benefit of the Holders of 4 % Senior Secured Notes due August 15, 2011 (the "Noteholders"), the Noteholders have agreed to purchase notes of the Assignor to enable affiliates of the Assignor to finance the development, construction, operation and maintenance of certain power generation assets owned by Assignor and/or affiliates thereof; and

WHEREAS, the Assignor is required to assign the Assigned Agreement to the Trustee as collateral security pursuant to the Gilroy Security Agreement, dated as of September 30, 2003, by and between Assignor and Wilmington Trust Company, as Collateral Agent for the benefit of the Noteholders and the other Secured Parties (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") and the Consenting Party has agreed

pursuant to the Assigned Agreement to execute and deliver this Consent and Agreement to the Trustee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

Section 1: Definitions. Any capitalized term used but not defined herein shall have the meaning specified for such term in the Assigned Agreement.

Section 2: Consent and Agreement. (a) The Consenting Party consents to and approves the assignment of the Assigned Agreement pursuant to the Security Agreement (i) to the Trustee as collateral security for the payment of all amounts payable by the Assignor under the "Financing Documents" (as defined in the Indenture), (ii) to any "Permitted Transferee" (as defined below) of the Trustee and (iii) to the subsequent transfer of the Assigned Agreement to any Permitted Transferee in connection with the exercise of the Trustee's rights and remedies under the Indenture and related documents following the occurrence of an "Event of Default" (as defined in the Indenture) by the Assignor under the Indenture.

(b) The Trustee (and any Permitted Transferees) shall have no rights with respect to the Assigned Agreement until the transfer thereof to Trustee or a Permitted Transferee. The Trustee's (and any Permitted Transferee's) rights hereunder following transfer of the Assigned Agreement to Trustee or a Permitted Transferee shall be subject to the conditions that (i) the Trustee, or such Permitted Transferee, shall have assumed in writing all of the duties and obligations of the Assignor under the Assigned Agreement arising on or after the date of such assumption, and (ii) no default shall have occurred and be continuing under the Assigned Agreement except for, any such default which is either uncurable or curable and has been cured or is in the process of being cured within the applicable cure period in accordance with Section 4.

(c) "Permitted Transferee" shall mean such person as is reasonably satisfactory to the Consenting Party. The Trustee (or any Permitted Transferee) may from time to time notify the Consenting Party in writing of the identity of a proposed transferee of the Assigned Agreement in connection with an actual assignment of the Assigned Agreement and the Consenting Party shall, within thirty (30) business days of its receipt of such written notice, confirm to the transferor whether or not such proposed transferee is a "Permitted Transferee" (together with a written statement of the reason(s) for any negative determination), it being understood that if the Consenting Party shall fail to so respond within such thirty (30) business day period such proposed transferee shall be deemed to be a "Permitted Transferee".

Section 3: No Current Defaults. The Consenting Party hereby acknowledges and agrees that as of the date hereof (a) the Consenting Party has not assigned, transferred, pledged or hypothecated the Assigned Agreement or any interest therein, (b) the Consenting Party has no knowledge of any default with respect to or by Party A in any respect in the performance of any provision of the Assigned Agreement or an event or condition which would, with the giving of notice or lapse of time or both, constitute a default under the Assigned Agreement, and (c) none of the Assignor's rights under the Assigned Agreement have been expressly waived in writing by the Consenting Party.

Section 4: Notice of Assignor's Default and Termination.

(a) Notwithstanding anything to the contrary contained in the Assigned Agreement, so long as any obligations are outstanding under the Indenture or any of the other Financing Documents and until the same have been terminated or satisfied in full, as the case may be, except as provided in Special Condition 13(g) of the Assigned Agreement, the Consenting Party shall not exercise any right it may have under the Assigned Agreement, at law or in equity, to cancel, suspend or terminate the Assigned Agreement or any of its obligations under the Assigned Agreement, other than as the result of any default or other action or omission of the Assignor; provided that the Consenting Party shall not, except as provided in the Assigned Agreement, exercise any such right that may arise as a result of a default or other act or omission of the Assignor without first giving a copy of a notice of default to the Trustee, such notice to be coupled with an opportunity to (i) cure any such default, action or omission within thirty (30) days after the last day of the cure period available to the Assignor in the Assigned Agreement (except with respect to payment defaults, which cure must be made within ten (10) days after the last day of the cure period available to the Assignor in the Assigned Agreement with respect to payment defaults), such cure period to commence upon receipt of notice by the Trustee, or (ii) if such Event of Default (other than a payment default) cannot reasonably be cured within thirty (30) days, to commence in a diligent manner to cure the Event of Default if such Event of Default is capable of being cured (for so long as the Assignor diligently continues such efforts); provided that the aggregate cure period available to the Trustee under (i) and (ii), together with the cure period available to the Assignor in the Assigned Agreement, shall not exceed one hundred eighty (180) days (or, in the case of payment defaults, fifteen (15) days after notice is given to the Trustee). Consenting Party shall not be obligated to make any capacity payments related to the capacity Product referred to in the Assigned Agreement (the "Capacity Product") to the Trustee or any Permitted Assignee under the Assigned Agreement while the Consenting Party is not receiving the Capacity Product in accordance with the terms thereof. Consenting Party shall be entitled to a credit on future capacity payments for capacity payments related to the Capacity Product made to Assignor that are allocable to any period after an Event of Default during which Consenting Party has not received the Capacity Product under the Assigned Agreement.

(b) An Event of Default under Special Condition 13(g) of the Assigned Agreement cannot be cured. The Trustee or any Permitted Assignee may, but shall not be obligated to, preserve the Assigned Agreement by exercising the step-in rights set forth in this subsection (b), subject to the terms and conditions thereof. Consenting Party will not terminate the Assigned Agreement so long as Trustee or any Permitted Assignee complies with the provisions of this subsection (b). If the Trustee or any Permitted Assignee elects to exercise its step-in rights with respect to the Assigned Agreement, upon the occurrence of any Event of Default under Special Condition 13(g) of the Assigned Agreement, the Trustee or any Permitted Assignee shall within one hundred eighty (180) days after written notice to the Trustee or such Permitted Assignee, as the case may be, of the occurrence of such Event of Default (i) gain control of the generating units that produce the Product, or the output thereof, either through foreclosure proceedings, appointment of a receiver or any other means to the exclusion of the Assignor, and (ii) assume Assignor's interest and obligations under the Assigned Agreement or become a party to a new agreement as provided in Section 6(a). To the extent the Trustee or any Permitted Assignee succeeds to

Assignor's interest under the Assigned Agreement or becomes a party to a new agreement as provided in Section 6(a), the second violation of Special Condition 13(g) shall constitute an Event of Default thereunder.

(c) Such notice of default, act or omission shall be in writing and shall be deemed to have been given (i) when presented personally to the Trustee at the address indicated below (or such other address as the Trustee may have specified by written notice delivered in accordance herewith), (ii) one (1) business day after being deposited for overnight delivery with a nationally recognized overnight courier service or such later date as demonstrated by a bona fide receipt therefor at the address indicated below (or such other address as the Trustee may have specified by written notice delivered in accordance herewith), (iii) when received by the Trustee, if deposited in a regularly maintained receptacle for the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the Trustee at the address indicated below (or such other address as the Trustee may have specified by written notice delivered in accordance herewith) or (iv) when transmitted by telecopy to the number specified below and the receipt thereof is confirmed telephonically by the recipient, provided that such telecopy is then promptly followed by a copy of such notice delivered by a method specified in clauses (i), (ii) or (iii) immediately above.

Notice to Trustee and Collateral Agent:

WILMINGTON TRUST COMPANY,
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890
Attention: Corporate Capital Markets

Except to the extent that automatic cancellation, suspension or termination occurs pursuant to the Assigned Agreement (including without limitation pursuant to Special Condition 13(g) the Assigned Agreement), no cancellation, suspension or termination of the Assigned Agreement by the Consenting Party, or any of the other actions taken by the Consenting Party under the Assigned Agreement, shall be binding upon the Trustee without such notice and the opportunity to cure during the applicable extended cure periods specified in this Section 4. The Trustee shall not be liable for the performance or observance of any of the obligations or duties of the Assignor under the Assigned Agreement, nor shall the assignment thereof give rise to any duties or obligations whatsoever on the part of the Trustee owing to the Consenting Party except that, insofar as the Trustee exercises any of its rights under the Assigned Agreement or makes any claims with respect to any payments, deliveries or other obligations under the Assigned Agreement, the terms and conditions of the Assigned Agreement, including related obligations, otherwise applicable in respect of such rights being exercised or such claims being made shall apply to the Trustee and require the Trustee's performance of such related obligations to the same extent as they would otherwise apply to the Assignor; provided, however, that Trustee or a Permitted Transferee shall have no rights with respect to the Assigned Agreement until the transfer thereof to Trustee or a Permitted Transferee and Trustee or a Permitted Transferee shall not exercise any rights or make any claims under the Assigned Agreement following transfer of

the Assigned Agreement to Trustee or a Permitted Transferee until Trustee or a Permitted Transferee shall have complied with Section 2(b); provided, further, however, that neither any exercise of any rights nor any making of any claims by the Trustee or any Permitted Transferee to or against the Assignor shall prejudice the rights of the Consenting Party against the Assignor or any other Person in respect of any obligations or liabilities of the Assignor or any other Person under the Assigned Agreement (or any offsets or claims of the Consenting Party against the Assignor or any other Person thereunder) occurring prior to (but not after) the time such Person shall have acquired and assumed the rights and obligations of the Assignor thereunder. If the Trustee or a Permitted Transferee fails to cure or rectify the effect of a default, action or omission within the extended cure periods specified in this Section 4, the Consenting Party shall have all its rights and remedies with respect to such default, action or omission as set forth in the Assigned Agreement.

Section 5: Payments to Revenue Account. The Consenting Party hereby agrees that, so long as any obligations are outstanding under the Indenture or any of the other Financing Documents and until the same have been terminated or satisfied in full, as the case may be, all payments to be made by the Consenting Party pursuant to the Assigned Agreement shall be made in lawful money of the United States of America, by check or in immediately available funds. The Assignor directs the Consenting Party to make, and the Consenting Party hereby agrees to make, all such payments (after giving effect to all netting and offset provisions, if any, set forth in the Assigned Agreement) pursuant to the Assigned Agreement directly to the Trustee, for deposit into the Revenue Account (Account No. 63663-0, ABA No. 031100092 at Wilmington Trust Company, Wilmington, Delaware 19890), or to such other person and/or at such other address or account as the Trustee may from time to time specify in writing to the Consenting Party.

Section 6: Protection of Trustee.

(a) Subject to the provisions of Section 2(b), and to the extent permitted by applicable law, in the event that the Assigned Agreement is rejected under Title 11, United States Code, or other similar Federal or state statute and such rejection is approved by the appropriate court or is otherwise effective pursuant to such statute, and in such case the Trustee shall have arranged for the curing of any default, action or omission under the Assigned Agreement susceptible of being corrected by the Trustee or by a Permitted Transferee at any judicial or non-judicial sale and shall use reasonable efforts to mitigate or remediate any default, action or omission under the Assigned Agreement not susceptible of being cured by the Trustee or a Permitted Transferee, then the Consenting Party shall, within thirty (30) days after receipt by the Consenting Party of written request therefor, which request shall be made not more than thirty (30) days after the Trustee's receipt of notice of the event described above, as applicable, execute and deliver an agreement to the Trustee or its Permitted Transferee, as the case may be, for the remainder of the term of the Assigned Agreement, and with substantially the same terms as are contained in the Assigned Agreement. References in this Consent and Agreement to "Assigned Agreement" shall be deemed also to refer to such new agreement. Such new agreement shall not be effective unless and until such defaults under the Assigned Agreement have been cured. It is the intent of the Parties that any such new agreement constitutes a "Priority Long Term Power Contract" under the Rate Agreement. Nothing herein shall relieve the Assignor from any obligations to the

Consenting Party arising under the Assigned Agreement before or after the Consenting Party and the Trustee enter into any such new agreement but no failure by the Assignor or any other Person to perform any obligations under the Assigned Agreement shall have any effect on any such new agreement. Any new agreement entered into pursuant to this Section 6(a) shall provide that an Event of Default shall not include any determination by any court or regulatory authority that such new agreement is not a Priority Long Term Power Contract as the result of any action brought by any person other than the State or any agency thereof, including the CPUC.

(b) In the event that Trustee elects to perform Assignor's obligations under the Assigned Agreement or succeeds to Assignor's interest under the Assigned Agreement or becomes party to a new agreement as provided in Section 6(a), the Consenting Party's recourse against Trustee (but not any Permitted Transferee) under the Assigned Agreement or such new agreement shall be limited to any guaranty or security provided in connection with the Assigned Agreement or new agreement. Trustee's recourse against the Consenting Party under the Assigned Agreement or such new agreement shall be limited as set forth in the Assigned Agreement.

(c) If Trustee or any Permitted Transferee succeeds to Assignor's interest under the Assigned Agreement, Trustee or such Permitted Transferee shall substitute, in lieu of any Acceptable Security Assurance provided on behalf of Assignor with respect to the Assigned Agreement, either (i) a guaranty from another entity whose long term unsecured senior debt is rated the greater of (x) at least BBB by Standard & Poor's and Baa2 by Moody's Investors Services, or (y) the rating of Consenting Party's bonds (excluding credit enhancement), or (ii) a letter of credit issued by a financial institution rated at least A by Standard & Poor's and A2 by Moody's Investors Services, each in the amount of the Termination Payment that would be payable to the Consenting Party under the Assigned Agreement. The provisions of Section 5.1(h) of the Master Agreement incorporated into the Assigned Agreement would only apply with respect to the substitute guaranty provided by or on behalf of Trustee or such Permitted Transferee.

Section 7: Acknowledgment of Trustee's Obligations and Rights. The Trustee has no obligation hereunder to extend credit to the Consenting Party at any time for any purpose solely as a result of execution and delivery of this Consent and Agreement. The Trustee shall have no obligation or liability to the Consenting Party under the Assigned Agreement until such time as the Trustee notifies the Consenting Party in writing of the Trustee's election to assume, or cause a Permitted Transferee to assume, the Assignor's obligations under the Assigned Agreement as contemplated in Section 2(b). If the Assignor defaults in the performance of any of its covenants to the Trustee in any of the Financing Documents, the Trustee shall have the right, inter alia, to (a) declare all amounts due to the Trustee under the Financing Documents immediately due and payable, (b) provided that Trustee or its Permitted Transferee shall cure, or is proceeding to cure in accordance with Section 4, any defaults that can be cured by the Assignor under the Assigned Agreement, and assume, or cause a Permitted Transferee to assume, and continue to perform the Assignor's obligations under the Assigned Agreement, and (c) provided that it or any Permitted Transferee thereof agrees to be bound by the terms and conditions of the Assigned Agreement as contemplated in Section 2(b), exercise all rights of the Assignor under the Assigned Agreement in accordance with the terms thereof. Without limiting the generality of the foregoing, if an

Event of Default occurs and is continuing under any of the Financing Documents, the Trustee or its Permitted Transferee shall (provided that it or its Permitted Transferee agrees to be bound by the terms and conditions of the Assigned Agreement as contemplated in Section 2(b)), upon notices thereof to the Consenting Party, have the full right and power to enforce directly against the Consenting Party all obligations of the Consenting Party under the Assigned Agreement and otherwise to exercise all remedies of the Assignor thereunder, and to make all demands and give all notices and make all requests required or permitted to be made by the Assignor under the Assigned Agreement and the Consenting Party shall have no liability to the Assignor for acting in response to demands and requests of the Trustee. The Trustee or its Permitted Transferee shall have the right, but not the obligation, to perform any act, duty or obligation required of the Assignor under the Assigned Agreement at any time prior to any assumption pursuant to Section 2(b) and nothing herein shall require the Trustee or its Permitted Transferee to cure any default, action or omission of the Assignor under the Assigned Agreement or to perform any act, duty or obligation of the Assignor under the Assigned Agreement prior to any such assumption pursuant to Section 2(b).

Section 8: Binding Upon Successors. All agreements, covenants, conditions and provisions of this Consent and Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.

Section 9: Captions. The captions or headings at the beginning of each Section of this Consent and Agreement are for convenience only and are not a part of this Consent and Agreement.

Section 10: Governing Law. This Consent and Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law.

Section 11: Amendment. This Consent and Agreement may be modified, amended or rescinded only by writing expressly referring to this Consent and Agreement and signed by all the parties hereto.

Section 12: Assignment of Claims. If the Trustee makes any payment to the Consenting Party pursuant to this Consent and Agreement or the Assigned Agreement originally required to be made by the Assignor, the Consenting Party shall, within ten (10) days after receipt of written request therefor, execute and deliver to the Trustee an assignment of the Consenting Party's claims against the Assignor for such payment in form and substance reasonably satisfactory to the Consenting Party and the Trustee.

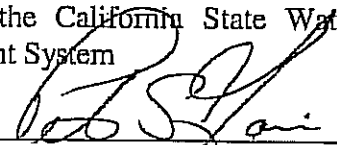
Section 13: Severability. Every provision of this Consent and Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the other terms and provisions hereof, which terms and provisions shall remain binding and enforceable, and to the extent possible all of such other provisions shall remain in full force and effect.

Section 14: Counterparts. This Consent and Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

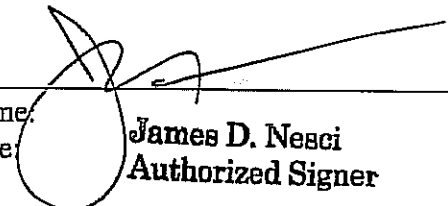
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IN WITNESS WHEREOF, each of the Consenting Party and the Trustee has duly executed this Consent and Agreement as of the date first above written.

CALIFORNIA DEPARTMENT OF WATER
RESOURCES acting solely under the authority and
powers created by AB1 -X, codified as Sections
80000 through 80270 of the California Water Code,
and not under its powers and responsibilities with
respect to the California State Water Resources
Development System

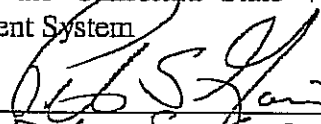
By: 
Name: Peter S. Gareis
Title: Deputy Director

WILMINGTON TRUST COMPANY,
as Trustee and Collateral Agent

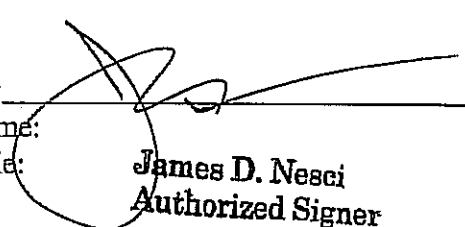
By: 
Name: James D. Nesci
Title: Authorized Signer

IN WITNESS WHEREOF, each of the Consenting Party and the Trustee has duly executed this Consent and Agreement as of the date first above written.

CALIFORNIA DEPARTMENT OF WATER
RESOURCES acting solely under the authority and
powers created by AB1 -X, codified as Sections
80000 through 80270 of the California Water Code,
and not under its powers and responsibilities with
respect to the California State Water Resources
Development System

By: 
Name: *Peter S. GARRIS*
Title: *Deputy Director*

WILMINGTON TRUST COMPANY,
as Trustee and Collateral Agent

By: 
Name: _____
Title: **James D. Nesci**
Authorized Signer